



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 CPHONE07A

PAGE
 1

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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 4

AGENCY COPY

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

*C20134352 304-353-8908
 NTELOS
 500 SUMMERS STREET

 CHARLESTON WV 25301

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/30/2007		NET 30		541859455			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #04				
	1. TO CHANGE THE PAYMENT ADDRESS TO: NTELOS PO BOX 580423 CHARLOTTE, NC 28258-0423						
	2. TO INCREASE THE USF/RECOVERY FEE AND E911 FEE. PER THE ATTACHED LETTER.						
	*****NO ADDITIONAL CHANGES*****						
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 03 2007 <i>J. Adkins</i>	
						PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

J. Adkins 11/30/07

OPEN END
 TOTAL

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *J. Adkins*
 JO ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



11/1/2007
JoAnn Adkins
Senior Buyer
State Purchasing Division
2019 Washington Street, East
Charleston, WV 25301

Ms. Adkins:

This is a change order to notify the state of West Virginia the fees that NTELOS included in CELPHONE07 RFQ.

In the bid we stated our address as:

NTELOS
500 Summer Street
Charleston, WV 25301

This is the address for our West Virginia corporate office but not our payment center. The NTELOS invoice shows a remit-to address of:

NTELOS
PO Box 580423
Charlotte, NC 28258-0423

We would like to request that the State to change our payment address to insure prompt payment posting.

Sincerely

A handwritten signature in black ink, appearing to be "C. Brown", written over a horizontal line.

Carter Brown
NTELOS Director of Business Sales
(434)465-0406

RECEIVED
2007 NOV 18 AM 10:50
WV PURCHASING
DIVISION



11/09/07
JoAnn Adkins
Senior Buyer
State Purchasing Division
2019 Washington Street, East
Charleston, WV 25301

Ms. Adkins:

This is a Change Order to notify the state of West Virginia the fees that NTELOS submitted in the Change Order for April 1, 2007 are increasing.

In Change Order explained the increase in fees:

E911 Fee	\$3.00
USF/Recovery Fee	\$2.94

NTLEOS would also like to notify the State that effective October 1, 2007 that fees should now be:

E911 Fee	\$3.00
USF/Recovery Fee	\$3.32

The E911 Fee is a state levied tax that we simply pass through.

The USF/Recovery Fee we break into 2 separate buckets. The first bucket is a fee that is charged to all customers no matter their state of residence. This fee is now \$1.43 and covers USF, WNP, and other federal government mandated regulatory programs. The second bucket is state specific based on the customer residence and makes up the balance of the fee and is now \$1.89.

The USF fee is only one component of the Regulatory Cost Recovery Fee (RCRF). It also includes: the cost of E911 system deployment and maintenance; wireless number portability, network interconnection fees, and other costs of federal and state regulatory compliance.

The major drivers for the higher rate for 2007-2008 is the fact that the USF costs for 2006 and 2007 were higher than projected, and increasing interconnect costs primarily tied to call volume. The amounts that we pay into the USF are based on estimates that are tried up in the subsequent year. To the extent that our revenues or the ratio of interstate to intrastate revenues increases, our fee will increase independent of the USF rate.

Please approve/add the above Fee's into the CELPHONE07 Purchase Agreement so that we can assure billing accuracy.

Sincerely,

Carter Brown
NTELOS Director of Business Sales
(434)465-0406

RECEIVED
2007 NOV 13 AM 10:50
WV PURCHASING
DIVISION



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Joe Manchin III
Governor

State Capitol
Charleston, West Virginia 25305

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

MEMORANDUM

TO: JoAnn Adkins, Senior Buyer
Purchasing Division

FROM: Kyle Schafer, Chief Technology Officer
Office of Technology
Kyle Schafer

SUBJECT: **INFORMATION TECHNOLOGY PROCUREMENT**
REQUISITION NUMBER: CPHONE07A C.O.4 - IS&C NUMBER: 2008-193

DATE: **November 30, 2007**

Subdivision 5-1B-4(a)(3) of the state code permits the chief technology officer to "evaluate, in conjunction with the information services and communications division [IS&C] of the department of administration, the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

Your request for approval of Change Order 4, to the Statewide Contract, CPHONE07A, covering the remit-to address change for Ntelos, has been reviewed and approved by the Office of Technology.

This memorandum constitutes this office's official approval and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need information, please contact Pat Wehrle at 558-5472 x8893.



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Joe Manchin III
Governor

State Capitol
Charleston, West Virginia 25305

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

MEMORANDUM

TO: JoAnn Adkins, Senior Buyer
Purchasing Division

FROM: Kyle Schafer, Chief Technology Officer
Office of Technology
Kyle Schafer

SUBJECT: **INFORMATION TECHNOLOGY PROCUREMENT**
REQUISITION NUMBER: CPHONE07A C.O.5 - IS&C NUMBER: 2008-194

DATE: **November 30, 2007**

Subdivision 5-1B-4(a)(3) of the state code permits the chief technology officer to "evaluate, in conjunction with the information services and communications division [IS&C] of the department of administration, the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

Your request for approval of Change Order 5, to the Statewide Contract, CPHONE07A, covering the increase in USF/Recovery fees, which include E911 systems, which are mandated pass-through fees, has been reviewed and approved by the Office of Technology.

This memorandum constitutes this office's official approval and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need information, please contact Pat Wehrle at 558-5472 x8893.



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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			CPHONE07A	
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE				
			SIGNATURE _____				DATE _____

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE